

Town of Tiverton, Rhode Island
Tax Collector
Employment Contract

AGREEMENT entered into this 13th day of June 2005 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Geraldine Holewiak, hereinafter referred to as the "Employee".

WHEREAS the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into employment of the Employee, it is therefore now agreed that the following be affected:

1. TERM

The term of this agreement shall commence on June 24, 2005 and continue for three consecutive years and terminate on June 23, 2008.

2. DUTIES

The Employee shall be responsible for the supervision and control of all Tax Collection department personnel and shall be responsible for their efficiency and effectiveness as members and employees of the administration and operation of the department and shall fulfill her responsibilities in accordance with Section 603 of the Tiverton Town Charter.

The Employee shall work 25 hours per week. The work schedule will be flexible by agreement with the Town Administrator.

Additionally the employee shall attend Town Council meetings from time to time to address Tax Collection issues as required by the Town Administrator.

3. SALARY

The Employee shall receive the salary of \$25,500.00 per year, annualized for the period beginning on the first day of employment through December 23, 2005 (6 months); the salary of \$26,800.00 per year annualized for the period beginning December 24, 2005 through June 23, 2006 (6 months); the salary of \$27,900.00 annualized for the period beginning June 24, 2006 through June 23, 2007 (12 months) and the salary of \$29,000.00 per year annualized for the period beginning June 24, 2007 through June 23, 2008 (12 months).

All of the stated amounts are to be paid on a bi-weekly basis. It is herein agreed and understood that in the event of termination of employment by either party the aforesaid annual salary shall be prorated on an annualized basis.

4. JOB EVALUATION

The Employer shall evaluate the job performance of the Employee at least once annually for the entire period of the agreement, and specifically after her first six (6) months in the position. The Employer reserves the right to conduct a job evaluation at any time during the Term of the agreement.

5. RETIREMENT

The Employee shall participate in the Rhode Island State Employees Retirement System - Cola C provisions effective 1/1/2004 with contributions by the Employee to the plan pursuant to the provisions of the plan.

6. VACATION

The Employee shall be entitled to vacation leave at the rate of fifteen (15) days per year, pro-rated to reflect part-time status, accumulated at the rate of 1 and $\frac{1}{4}$ days per month. It is agreed that during the term of this contract the Employee may carry forward vacation leave up to an accumulated total of three (3) weeks.

7. SICK LEAVE/PERSONAL LEAVE

The Employee shall be granted 15 sick days per year, pro-rated to reflect the part-time status. Leave may be accumulated for the term of this contract.

Sick leave will be accumulated at the rate of 1 and $\frac{1}{4}$ days per month. There shall be no cash value to any accumulated sick leave at any time during this agreement period. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness.

The Employee shall be granted 2 personal days per year, pro-rated to reflect the part-time status.

8. BEREAVEMENT LEAVE

The employee may be absent for three consecutive calendar days with prorated pay to reflect part-time status, in the case of death of a father, mother, brother, sister, husband or child.

Two days for father-in-law or mother-in-law or a grandparent. An additional day may be granted at the discretion of the Town Administrator for any Bereavement leave.

9. LIABILITY INSURANCE

The Employee shall be covered by the Town of Tiverton Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of duties of the office and while acting in the capacity of his employment.

10. HOLIDAYS

The Employee shall be entitled to time off with pay for the following holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday (one half day)
Memorial Day	Independence Day
Victory Day	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving

Half Day before Christmas

Christmas Day

11. LIFE INSURANCE

The Employee shall be entitled to term life insurance coverage in the amount of \$50,000 for the period of this agreement.

12. HEALTH INSURANCE

No provisions for Health or Dental insurance.

13. LONGEVITY

The Employee is entitled to receive longevity payments based upon the time in service she has achieved since her initial employment date outside the bargaining unit with the Town of Tiverton. Once the Employee shall have completed five years of service, she shall be compensated the longevity amount listed below, on her anniversary hiring date in one lump sum.

5 - 9 years of service	\$1000.00
10 - 14 years of service	\$1600.00

14. SUSPENSION/REMOVAL:

Notwithstanding the term of this employment contract, termination shall occur either by:

- a) Mutual agreement of the parties;
- b) Retirement of the Employee;

In the event of retirement of the Employee, the employee shall notify the Employer at least sixty (60) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties.

All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement.

c) Death of Employee;

d) Disability of the Employee;

In the event of disability, by illness or physical or mental incapacity of the Employee to perform her duties and obligations as prescribed under this contract, which disability exists or is likely to exist for a period of more than six (6) months during the term of this Agreement, the Employer may, in its discretion, make a proportionate deduction from the Employee's salary, subject to the Employee's entitlement to sick leave or other applicable benefits accrued by the Employee. In the event the disability of the Employee continues for a period of one (1) year or more or if the disability is determined to be permanent by competent medical documentation (at least two physicians specializing in the area of the claimed disability other than the Employee's treating physician), the Employer may terminate the Agreement at its option with notice to the Employee and all obligations of the Employer for payment of salary and other benefits shall cease.

e) The Employee's non-compliance with any provisions of Rhode Island law or the Tiverton Home Rule Charter which relate to the Employee's duties and responsibilities as Tax Collector.

f) Discharge for Cause

Employee may be discharged for cause during the term of this contract for one or more of the following reasons: (1) conviction of a felony (2) repeated failure to comply with established Employer policy (3) insubordination and/or (4) continuing neglect of duties.

g) Termination for Performance Deficiency

Employee may be terminated for failure to perform assigned duties to the satisfaction of the Town Administrator.

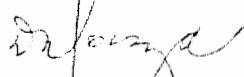
Any suspension/removal of EMPLOYEE during the term of this agreement prior to its termination date shall be governed by Section 1210 of the Town of Tiverton Home Rule Charter. Any suspension may be without pay at the discretion of the Town Administrator.

16. RENEWAL

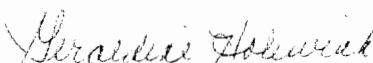
The Employer shall consider renewal of the Employee's employment in the last 3 months of the Employee's employment contract. Not later than 30 days prior to the end of the last year of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to renew or not renew the employment contract or offer Employee a new employment contract.

This agreement is executed this 13th day of June 2005 by:

Town of Tiverton:


David A Souza
Town Administrator

Employee:


Geraldine Holewiak
Employee

Ratified by Town Council:


Louise Durfee